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**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE UNITED STATES NAVY**

**AND**

**THE CHILEAN NAVY (ARMADA NAVAL DE CHILE)**

**REGARDING A CHILEAN COOPERATIVE DEPLOYMENT**

**CERTIFIED TO BE A TRUE COPY**

*Michael A. Smith*  
LN1 (SCW), PARALEGAL, USN  
NOTARY PUBLIC  
UNDER 10 U.S.C. 1044a

**I.- REFERENCES**

- A.- CNO Action Memo concerning Chilean Cooperative Deployment of 26 January 2007.
- B.- CNO WASHINGTON DC 091647Z FEB 06.
- C.- Title 10, United States Code (USC), Chapter 138, Sections 2341-2350, Acquisition and Cross Servicing Agreements
- D.- Acquisition and Cross Servicing Agreement between U.S. Department of Defense and Chilean Ministry of Defense (US-CI-01) effective 17 October 2000.
- E.- U.S. Joint Publication 1-02, "DOD Dictionary of Military and Associated Terms," as amended through 08 August 2006.
- F.- General Security of Military Information Agreement between the Governments of Chile and the United States of America, dated 1 September 1992

**II.- LIST OF ANNEXES**

- A.- Command and Control Diagram
- B.- CHILNAV funding estimates for the exercise
- C.- Notional deployment timeline

**III.- PARTIES**

- A.- UNITED STATES NAVY (USN), as represented by COMMANDER, U.S. NAVAL FORCES SOUTHERN COMMAND (COMUSNAVSO). In accordance with references (A) and (B), COMUSNAVSO is the Executive Agent and Coordination Authority for Chilean Cooperative Deployment.
- B.- ESTADO MAYOR GENERAL DE LA ARMADA (EMGA), as represented by COMANDO DE OPERACIONES NAVALES (COMOPER). COMOPER is the Executive Agent for the development and implementation of this agreement on behalf of the Chilean Armada (CN).



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### IV.- BACKGROUND

- A.- Chilean Cooperative Deployment began as an initiative between the U.S. Chief of Naval Operations (CNO) and the Chief of Staff of the Chilean Navy (EMGA). The concept for this deployment resulted in the CNO's Action Memo, reference (A).
- B.- Multinational Maritime Operations are increasingly important. Chilean Cooperative Deployment will enhance CN / USN interoperability by addressing the challenges associated with sustained integrated operations. This deployment is designed to improve technical and doctrinal interoperability for sustained operations.

### V.- OBJECTIVES

#### A.- AIM

- 1.- This Memorandum of Agreement (MOA) establishes the relationships and responsibilities between U.S. Navy and the Chilean Armada, hereafter referred to as "the parties," in the integration of the FFG 14 LATORRE known as "Chilean Cooperative Deployment."
- 2.- Committed resources by the parties toward the implementation and execution of this agreement are specific to execution of Chilean Cooperative Deployment. Documentation in the form of after-action reports will be made available for future interoperability initiatives modeled after this deployment. Prospective operations and level of support for parties of like deployments will be re-negotiated and documented in separate memoranda of agreement.
- 3.- The goal of Chilean Cooperative Deployment is enhanced interoperability between the Chilean Armada and the United States Navy through the incorporation of a Chilean frigate into a U.S. Task Group. This exercises the U.S. Navy's ability to integrate a foreign naval vessel into a U.S. Task Group while providing Chile an opportunity to explore issues related to integration, operations tempo, sustainment, rules of engagement, command and control, and other issues associated with U.S. naval operations; and a significant out of area deployment for the Chilean Navy (CHILNAV).
- 4.- Chilean Cooperative Deployment meets the tenets of the Commander, U.S. Southern Command's Theater Security Cooperation Plan (TSCP). Lessons learned from this deployment will serve as a guideline for interoperability with nations in the Southern Command's Area of Responsibility (AOR). This deployment will serve to evaluate and demonstrate various aspects of the theater plan to build coalition partners as a multi-national force multiplier. The interoperability demonstrated with Chile will set guidelines for future efforts with other partner nations in the SOUTHCOM AOR.
  - a) Improve the operational readiness and interoperability of U.S. and Latin American (LATAM) naval forces.
  - b) Promote regional stability, friendship, professionalism, and understanding among LATAM countries and their navies.
- 5.- Chilean Cooperative Deployment is a single-phase deployment:
  - a) Consists of an interoperability deployment of 16 weeks to the SOUTHCOM AOR with the U.S. Task Group.

### VI.- COMMAND AND CONTROL

- A.- Unity of command, continuity of command, and a clear chain of command are crucial elements of successful joint and combined operations.
  - 1.- During this deployment the parties agree that U.S. Joint Doctrine and its accompanying terms and definitions will be utilized to explain command organization and control, as defined per reference (E).



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### B.- OPERATIONAL CONTROL (OPCON)

- 1.- Operational control may be delegated and is the authority to perform those functions of command over subordinate forces involving organizing and employing commands and forces, assigning tasks, designating objectives, and giving authoritative direction necessary to accomplish the mission. OPCON includes authoritative direction over all aspects of military operations and joint training necessary to accomplish missions assigned to the command. OPCON comprises the authority to organize commands and forces and employ those forces, but may not include the authority for direction of logistics. In addition to the above, delegation of OPCON conveys the following authority:
  - a) Exercise or delegate OPCON and tactical control (TACON) to establish relationships among subordinates, and designate coordinating authorities.
  - b) Give direction to subordinate commands and forces necessary to carry out missions assigned to the command, including authoritative direction over all aspects of military operations and joint training.
  - c) Prescribe the chain of command to the commands and forces within the command.
  - d) Organize subordinate commands and forces as necessary, to carry out missions assigned to the command.
  - e) Employ forces within the command, as necessary, to carry out missions assigned to the command.
  - f) Assign command functions to subordinate commanders.
  - g) Plan for, deploy, direct, control, and coordinate the actions of subordinate forces.
  - h) Establish plans, policies, priorities, and overall requirements for the intelligence, surveillance and reconnaissance (ISR) activities of the command.
  - i) Conduct joint training and joint training exercises required to achieve effective employment of the forces of the command, in accordance with joint doctrine established by the Chairman of the Joint Chiefs of Staff, and establish training policies for joint operations required to accomplish the mission. This authority also applies to forces attached for purposes of joint exercises and training.
  - j) Assign responsibilities to subordinate commanders for certain routine operational matters that require coordination of effort of two or more commanders.
  - k) Establish an adequate system of control for local defense and delineate such operational areas for subordinate commanders as deemed desirable.
  - l) Delineate functional responsibilities and geographic operational areas of subordinate commanders.
- 2.- The parties to this agreement understand that at all times full command (for U.S. Joint Doctrine purposes this is considered Combatant Command or COCOM) of FFG 14 LATORRE shall be retained by COMOPER.

### C.- TACTICAL CONTROL (TACON)

- 1.- In general: TACON is the command authority over assigned or attached forces or commands, or military capability or forces made available for tasking, that is limited to the detailed direction and control of movements or maneuvers within the operational area necessary to accomplish assigned missions or tasks.
  - a) TACON is inherent in OPCON and may be delegated to commanders at any echelon at or below the level of combatant command, unless higher authority restricts delegation.
  - b) TACON provides the authority both to give direction for military operations and to control designated forces including orders to engage a threat assigned by CDS40 or CDS40-designated warfare commander.
  - c) It is also understood, as part of collective self-defense and integrated task group operations, that FFG 14 LATORRE may be assigned as a CDS40-designated warfare commander (for example, ADC) and in that capacity will have the tactical control and authority to order subordinate U.S. units to engage threats designated by FFG 14 LATORRE. At COMOPER orders, TACON will pass from COMOPER to the COMUSNAVSO. TACON will be then delegated to CDS40 through COMUSNAVSO.



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- 2.- Tactical Control (TACON) for Anti-Terrorism/ Force Protection (AT/FP). AT/FP will be the responsibility of both, FFG 14 LATORRE and COMUSNAVSO, and the authority exercising OPCODEN over FFG 14 LATORRE. If FFG 14 LATORRE is OPCODEN to EMGA and COMOPER, these national authorities will retain sole responsibility for AT/FP. During those times when FFG 14 LATORRE is TACON to COMUSNAVSO, COMUSNAVSO through COMDESRON 40 will exercise TACON for AT/FP over the vessel. TACON for AT/FP includes the authority to set AT/FP force condition levels and provide guidance on what minimum levels of protection are required to satisfy each level. At all times, however, FFG 14 LATORRE, EMGA, and COMOPER will have the responsibility and authority to implement additional force protection measures for FFG 14 LATORRE as required to meet Chilean force protection requirements. If FFG 14 LATORRE conducts a port visit without a U.S. Navy ship, in a non-U.S. Navy port, COMUSNAVSO, and COMDESRON 40 will relinquish TACON for AT/FP and the responsible delegated Chilean Naval Commander will assume sole responsibility for AT/FP.
- 3.- Independent Steaming
  - a) Commanding Officer, FFG 14 LATORRE or a Superior Armada Commanding Officer, if embarked, shall exercise TACON of FFG 14 LATORRE during periods of independent steaming.
  - b) It is anticipated that FFG 14 LATORRE will steam independently from Chile to Mayport, Florida and from Callao, Peru to Chile.

### D.- LOGISTICS AUTHORITY AND CONTROL

- 1.- Logistics Control will be maintained by COMOPER throughout the entire deployment. CTF-43 will help facilitate logistics throughout the entire deployment as defined below.
  - a) CTF 43 will provide husbanding Agent information to the COMOPER in support of logistics requirements of FFG 14 LATORRE for scheduled Port Visits.
  - b) FFG 14 LATORRE through COMOPER and their Naval Attaches, will contract for husbanding services in U.S. Naval Stations / foreign ports.

### E.- ORGANIZATION

- 1.- FFG 14 LATORRE will be administratively assigned to Destroyer Squadron 40 (CDS-40).
- 2.- As required, CDS-40 will embark a representative onboard LATORRE during the deployment.
- 3.- CDS-40 will promulgate an OPGEN, specific warfare tasks will be promulgated by either OPCODEN or OPTASK.
  - a) If required, PRE-EX's will be delivered via IANTN and CENTRIXS to FFG 14 LATORRE.
- 4.- The Command and Control organization will be as shown in ANNEX A of this memorandum.

## VII.- TECHNICAL INTEROPERABILITY

### A.- C4I

- 1.- To the maximum extent practicable, and to enhance the mission of the Parties via interoperability, FFG 14 LATORRE's C4I suite shall be configured as followed.
  - a) CHILNAV will provide:
    - (1) LINK 11
    - (2) Global Positioning System Precise Positioning System (GPS PPS)
    - (3) Two (2) INMARSAT-B terminal (CHILNAV will upgrade software to be compatible with USN INMARSAT equipment)



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(4) Organic HF/VHF/UHF clear communications

- b) USN (NAVSO) will provide the following equipment:
  - (1) Portable CENTRIXS Flyaway Suitcase to be used with onboard INMARSAT -B terminal. This system will provide access to Combined Maritime Forces Pacific (CTMFP) CENTRIXS enclave, which supports secure e-mail chat.
  - (2) USN will provide one INMARSAT-B HSD lease for FFG 14 LATORRE access to cover the period from the time the equipment is installed until removed in Callao, Peru (IAW ANNEX C)
  - (3) NAVSO will provide one (1) IRIDIUM phone to FFG 14 LATORRE prior to the deployment.
- c) All USN provided equipment will be returned to the U.S. following completion of the integration deployment.

2.- Minimum acceptable

- a) LINK-11
- b) UHF Clear Voice
- c) HF Clear Voice
- d) IRIDIUM sat Phone
- e) INMARSAT-B

B.- Transfer of C4I equipment

- 1.- CENTRIXS Flyaway equipment, will be installed at Naval Station Mayport (IAW ANNEX C) and removed in Callao, Peru (IAW ANNEX C)
- 2.- Custody issues
  - a) CENTRIXS Flyaway requires a weekly keying material. The material will be transferred to FFG 14 LATORRE during in port visit to Mayport, Florida. No U.S. ship rider personnel required.
  - b) LINK 11 (SG-50B) KEYMAT will be transferred to FFG 14 LATORRE during in port visit Mayport, Florida. No U.S. ship rider personnel required.

C. Security. All classified information provided pursuant to this agreement shall be stored, handled, transmitted, and safeguarded in accordance with reference (F). The existence and contents of this agreement are Unclassified.

D. Points of Contact:

<u>NAME</u>	<u>Organization/Country</u>	<u>Telephone Number</u>	<u>E-Mail Address</u>
CDR Dave Wirth	NAVSO N6/USA	904-270-4037ext3248	david.wirth@navy.mil
Mr. Julio Ferreris	COMUSNAVSO/USA	904-270-4037ext3233	julio.ferreris@navy.mil
CDR John Wilshusen	DESRON 40/USA	904-270-5173ext100	john.wilshusen@navy.mil
CAPT Rodrigo Alvarez	CS LATORRE CO/CHI	56-32-2437433	ralvarez@armada.cl
CDR Felipe Parga	COMOPER/CHI	56-32-2509813	fparga@armada.cl
LT Christian Peters	CS LATORRE/CHI	56-32-2437441	cpeters@armada.cl
LT Rodrigo Arbea	SERTELINF/CHI	56-9-91583609	rarbea@armada.cl
LT Hugo Edmunds	CS LATORRE COMMO/CHI	56-9-94332496	hedmunds@armada.cl



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**VIII.- DOCTRINE INTEROPERABILITY**

- A.- COMOPER will provide FFG14 LATORRE documentation and training in various aspects of USN doctrine. FFG 14 LATORRE will demonstrate application of doctrine during specified periods during the deployment.
- B.- Releasability
  - 1.- IAW Exclusion to National Disclosure Policy (ENDP). all documentation relative to the Cooperative Deployment and necessary for FFG 14 LATORRE will be classified as "REL CHILE."
- C.- Information Exchange
  - 1.- Intelligence Support
    - a) CTG 40.1 N2 will provide intelligence Indications and Warnings (I&W) of threats to FFG 14 LATORRE via CENTRIXS and on the most expeditious means. CTG 40.1 N2 will process intelligence requests for Information (RFI) from FFG 14 LATORRE via CENTRIXS. CTG40.1 N2 will provide answers to RFI's via CENTRIXS.
    - b) FFG 14 LATORRE will designate a Collateral Duty Intelligence Officer (CDIO) to serve as a conduit with CTG 40.1 N2.
    - c) Intelligence capabilities – FFG 14 LATORRE will be capable of photographing, and reporting contacts of interest and other contacts of interest via CENTRIXS to CTG 40.1 N2
  - 2.- Message Traffic via IANTN and NCTAMS LANT or NCTAMS PAC.
  - 3.- Maritime Interdiction Operations (MIO)
    - a) Detection and Surveillance
      - (1) Non-Organic Search assets
      - (2) Required information to effectively execute surveillance
    - b) Query
    - c) Approach
    - d) Diversion
    - e) Stopping and Boarding
    - f) Search and Inspect
    - g) Diversion
  - 4.- Mission Criteria for Non-Combatant Evacuation Operations (NEO)
    - a) Appropriateness
    - b) Support to Plan and Resource
    - c) Feasibility
    - d) Expected Outcome and Risks
    - e) Deliberate and Time Sensitive Planning
    - f) Naval Special Warfare Operations and Integration
  - 5. Sister Ship Assisted training
- D.- Required documents



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- 1.- ATP-1C Volume 1 and 2 (change 2)
  - 2.- U.S. Navy UNCLASSIFIED doctrine publications.
  - 3.- CTF 138 OORDER 2050 Chg 1
  - 4.- Up to date and current Multi-National Publications
    - a) ADivP 1(A)/MDivP 1(A) thru chg 2
    - b) ADivP 2(A)/MDivP 2(A)
    - c) AJP 3.1
    - d) ALP 4.1
    - e) ALP 4.1 Supp 1 thru Chg 1
    - f) ALP 4.1 Supp 2
    - g) AMedP 5(B)
    - h) APP 2(F)/MPP 2(F) Vol I thru Chg 4
    - i) APP 2(F)/MPP 2(F) Vol II thru Chg 3
    - j) APP 7(B) thru Chg 1
    - k) ATP 16(D)/MTP 16(D) thru Chg 2
    - l) ATP 2(B) Vol I
    - m) ATP 3.4.1.1
    - n) ATP 43(B)/MTP 43(B)
    - o) ATP 45(C)
    - p) ATP 57(A)/MTP 57(A) thru Chg 2
    - q) ATP 71
    - r) AXP 3(C) thru Chg 1
    - s) EXTAC 1004
    - t) EXTAC 1006
    - u) EXTAC 1010 Rev A
    - v) EXTAC 1011
    - w) EXTAC 1014
    - x) MMP 17(A)
    - y) MTP 1(D) Vol I thru Chg 2 w/Err
    - z) MTP 1(D) Vol II thru Chg 1
    - aa) MTP 24(C) Vol I
    - bb) MTP 6(C) Vol I thru Chg 2
    - cc) MTP 6(C) Vol II thru Chg 2
    - dd) MXP 1(D) thru Chg 2
    - ee) MXP 2(C) thru Chg 1
    - ff) PCP 1(A) Thru Chg 6
    - gg) STANAG 2068 MED Ed 5
- Multinational Guide to Diving Operations  
Multinational Guide to Diving Medical Disorders  
Allied Joint Maritime Operations  
Multinational Maritime Force Logistics  
NATO SOP's for the Operation of Advanced and Forward Logistic Sites  
NATO SOP's for the Force Logistic Coordinator/Group Logistic Coordinator  
Multilingual Phrase Book for Use by the NATO Medical Services  
Helicopter Operations From Ships Other Than Aircraft Carriers (HOSTAC) (Maritime VSTOL Data Included)  
HOSTAC Technical Support  
Joint Brevity Words Publication  
Replenishment at Sea  
Naval Co-operation and Guidance for Shipping Manual (NCAGS)  
Peace Support Operations Techniques and Procedures  
Ship-to-Ship Towing  
Report Nuclear Detonations, Biological and Chemical Attacks, and Predicting and Warning of Associated Hazards and Hazard Areas (Operators Manual)  
The Submarine Rescue Manual  
Allied Maritime Interdiction Operations  
Allied Naval Communication Exercises  
Voice Procedures and Brevity Codewords  
Structured Messages  
Noncombatant Evacuation Operations (NEO)  
Naval Humanitarian Assistance Missions  
Meteorological Support Manual  
Minehunting Sonar Factors Affecting Performance, Measurement and Recording  
Multinational Maritime Tactical Instruction and Procedures  
Multinational Maritime Tactical Signal and Maneuvering Book  
Naval Mine Countermeasures – Tactics and Execution  
Naval Mine Warfare Principles  
Naval Mine Countermeasures Operations Planning and Evaluation  
Multinational Submarine and Antisubmarine Exercise Manual  
The Multinational Maritime Above Water Warfare Exercise Manual  
Partnership for Peace Naval and Maritime Air Communications Instructions  
Emergency War Surgery



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E.- Points of Contact:

<u>NAME</u>	<u>Organization/Country</u>	<u>Telephone Number</u>	<u>E-Mail Address</u>
Mr. Amilcar Padilla	COMNAVSO/ USA	904-270-4037ext3212	amilcar.padilla@navy.mil
CAPT Rodrigo Alvarez	CS LATORRE CO/ CHI	56-32-2437433	ralvarez@armada.cl
CDR Luis Sanchez	COMOPER/CHI	56-32-2509811	lfsanchez@armada.cl
LCDR Pablo Sepúlveda	CS LATORRE/CHI	56-32-2437977	psepulvedar@armada.cl
CDR John Wilshusen	DESRON 40/ USA	904270-5173ext100	john.wilshusen@navy.mil

IX.- **LOGISTICS**

A.- Material flow issues

- 1.- Flow to Mayport FL for further transfer to FFG 14 LATORRE while in port Mayport, Florida and while operating in the SOUTHCOM AOR, material flow will be direct to Chilean Naval Attaché for FFG 14 LATORRE's next Port of Call for consolidation and transfer to FFG 14 LATORRE.

B.- Preposition locations as required

- 1.- NS Mayport, FL
- 2.- Martinique
- 3.- Salvador, Brazil
- 4.- Buenos Aires, Argentina
- 5.- Puerto Belgrano Naval Base, Argentina
- 6.- Ushuaia, Argentina
- 7.- Mejillones, Chile
- 8.- Iquique, Chile
- 9.- Manta, Ecuador
- 10.- Callao, Peru

C.- Material Condition

- 1.- Material Condition will be reported to COMUSNAVSO and CDS40 via plain language message.

D.- Mail

- 1.- Mail will be consolidated in Chile and sent to the Chilean Naval Attaché in country visited for further transfer to FFG 14 LATORRE.

E.- Points of Contact:

<u>NAME</u>	<u>Organization/Country</u>	<u>Telephone Number</u>	<u>E-Mail Address</u>
CDR E.C. Helme	CTF-43/USA	904-270-4037 ext3208	ernest.helme@navy.mil
LCDR Christian Cenicerros	CTF-43/USA	904-270-4037 ext3247	christian.cenicerros@navy.mil
CAPT Rodrigo Alvarez	CS LATORRE CO/CHI	56-32-2437433	ralvarez@armada.cl
CDR Alvaro Valenzuela	COMOPER/CHI	56-32-2509839	avalenzuela@armada.cl
LCDR Jose Carlevarino	CS LATORRE/CHI	56-32-2437978	jcarlevarino@armada.cl

X.- **TRAINING**

- A.- Mission Based Requirements will be in accordance with CHILNAV standards.



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B.- Training status will be reported in accordance with CHILNAV standards to the CHILNAV. U.S. standards are considered met as long as FFG 14 LATORRE maintains CHILNAV standards.

C.- Training plan

1.- Before commencement of deployment (Naval Base Valparaiso, Chile)

a) Unit level training conducted by the Chilean Navy and in accordance with Chilean training standards.

2.- During Training Phase of Chilean Cooperative Deployment

a) The training period encompasses the time from arrival in Mayport until deployment to the SOUTHCOM AOR. Training during this period will focus on classroom and shipboard training coordinated through MILGRP and supported by ATG and other Fleet training resources. ATG will provide shipboard training to personnel during periods in support of mission objectives in accordance with Naval Education Training Security Assistance Field Activity (NETSAFA) guidance. Training costs will be funded by International Military Education and Training (IMET) funds, if authorized.

b) On the job training/familiarization will be coordinated with the U.S. Task Group assigned sister ship and FFG 14 LATORRE.

D.- Points of Contact:

NAME	Organization/Country	Telephone Number	E-Mail Address
CAPT Bill Larson	CO ATG MAYPORT/USA	904-270-6344ext3024	william.larson@navy.mil
CDR John Wilshusen	CDS-40 CSO/USA	904-270-5173 x 100	john.wilshusen@navy.mil
CAPT Rodrigo Alvarez	CS LATORRE CO/CHI	56-32-2437433	ralvarez@armada.cl
LCDR Pablo Sepúlveda	CS LATORRE/CHI	56-23-2437977	psepulvedar@armada.cl

XI.- AVIATION

A.- All operations will be IAW APP-2(F)/MPP-2(F) VOLUME 1 and 2 Helicopter Operations From Ships Other Than Aircraft Carriers (HOSTAC)

1.- FFG 14 LATORRE does not have a Flight Deck. A deck certification is therefore not required for FFG 14 LATORRE. Vertical Replenishment (VERTREP) is authorized IAW HOSTAC.

B.- Define requirements

1.- Logistic usage – VERTREP only.

C.- Points of Contact:

NAME	Organization/Country	Telephone Number	E-Mail Address
LCDR Chris King	COMUSNAVSO N332/USA	904-270-7354 x4303	chris.king@navy.mil
CDR John Wilshusen	CDS-40 CSO/USA	904-270-5173 x 100	john.wilshusen@navy.mil
LT Santiago Diaz	CS LATORRE/CHI	56-32-2437986	sdiazc@armada.cl



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**XII.- MANNING**

- A.- Current billets and responsibilities will remain as set per respective country guidelines and commitments.
- B.- CHILNAV liaison officer to USN commands.
  - 1.- One department head level officer (LT or above) will represent the CHILNAV on CDS-40 staff during deployment. In order to assist in FFG 14 LATORRE integration into U. S. Task Group, this billet should be filled as soon as possible.
    - a) The CHILNAV officer will rejoin FFG 14 LATORRE in Callao, Peru
- C.- USN liaison officer to FFG 14 LATORRE
  - 1.- One CDS-40 representative will ride FFG 14 LATORRE as liaison officer during initial assimilation of deployment. Termination of this billet requirement will be determined by CDS-40.
- D.- Ship Rider Exchange Program
  - 1.- During the course of the cooperative deployment, one or both Parties may elect to host personnel of the other Party onboard during underway periods as either liaison officers or exchange officers. All exchange officers shall be hosted on a one-for-one reciprocal basis. Liaison officers may be hosted without reciprocity.
- E.- The following provisions are applicable to liaison officers and ship rider exchange personnel.
  - 1.- To the extent authorized by the laws and regulations of the government of the Host Party, the Host Party shall arrange for the provision of administrative support as is deemed necessary for liaison and exchange personnel to perform assigned tasks efficiently. The Host Party shall familiarize exchange personnel with any unique procedures necessary for the proper performance of their assigned tasks.
  - 2.- The Host Party's certification or approval of an individual for liaison or exchange duties shall not bestow diplomatic or other special privileges on that individual.
  - 3.- Consistent with the laws and regulations of the government of the Host Party, liaison and exchange personnel assigned under this MOA shall be subject to the same restrictions, conditions, and privileges as Host Party personnel of comparable rank in their areas of assignment.
  - 4.- Liaison and exchange Personnel shall be required to respect all applicable Host Government policies, procedures, laws, and regulations. The Host Party shall assign a Contact Officer to provide guidance to the liaison or exchange personnel concerning policies, procedures, laws, and regulations of the Host Party, and to arrange for activities consistent with such requirements and the purposes of this MOA.
  - 5.- Liaison and exchange personnel may observe the holiday schedule of either the Parent Party or the Host Party as mutually agreed.
  - 6.- Ship rider exchange Personnel shall be assigned work under the guidance and supervision of a host supervisor. The host supervisor shall establish performance standards and observe the performance of ship rider exchange personnel to provide a basis for counseling and performance evaluations. Ship rider exchange personnel shall have performance evaluations rendered by their Host Party's supervisor. The Host Party shall forward such reports to the Parent Party in accordance with Parent Government requirements.
  - 7.- U.S. and Chilean liaison and exchange personnel shall at all times be required to comply with the security laws, regulations and procedures of the government of the Host Party. Any violation of security procedures by liaison or exchange personnel during their assignments shall be reported to the Parent



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Party for appropriate action. Liaison or exchange personnel committing violations of security procedures during their assignments shall be withdrawn from their liaison or exchange duties with a view toward administrative or disciplinary action by the Parent Party.

- 8.- All classified information made available to liaison and exchange personnel shall be considered as Classified Information furnished to the Parent Party, and shall be subject to all provisions and safeguards provided for under the General Security of Military Information Agreement (GSOMIA) in force between the United States of America and Chile. The information shall not be further released or disclosed by the exchange personnel to any other person, firm, organization, or government without the prior written authorization of the Host Government. Disclosure of information to the liaison or exchange personnel shall not be deemed to be a license or authorization to use such information for any purpose other than the purposes described in this MOA.
- 9.- Military liaison and exchange personnel shall be required to comply with the dress regulations of the Parent Party. The order of dress for any occasion shall be that which most nearly conforms to the order for the particular unit of the Host Party with which they are serving. Practices of the Host Party shall be observed with respect to wearing of civilian clothes.

E. Points of Contact:

<u>NAME</u>	<u>Organization/Country</u>	<u>Telephone Number</u>	<u>E-Mail Address</u>
CDR John Wilshusen	CDS-40 CSO/USA	904-270-5173 x 100	john.wilshusen@navy.mil
CDR Ernest Helme	CTF-43/USA	904-270-4037 x3208	ernest.helme@navy.mil
CDR Lowell McClintock	USNAVSO/ USA	904-270-4037ext3211	lowell.mcclintock @navy.mil
LCDR Jaime McIntyre	CS LATORRE/CHI	56-32-2437434	jmcintyre@armada.cl
LCDR Ignacio Bilbao	CHILNAV Liaison Officer	56-32-2437434	ibilbao@armada.cl

XIII. **FORCE PROTECTION**

- A.- U.S. Navy ports.
  - 1.- Costs absorbed through U.S. standard force protection (FP) policies.
- B.- With U.S. Navy ship in a non-U.S. Navy ports.
  - 1.- Costs absorbed through U.S. standard FP policies incurred and executed for the U.S. Navy ship accompanying FFG 14 LATORRE. Efforts will be made to share FP coverage, but any additional expenses incurred by FFG 14 LATORRE will be paid by CHILNAV.
- C.- Without U.S. Navy ship in a non-U.S. Navy port.
  - 1.- CHILNAV responsible for all FP costs and policies to support FFG 14 LATORRE.

XIV.- **FUNDING**

- A.- U.S. Navy funding for Chilean Cooperative Deployment will be in accordance with the Developing Country Combined Exercise Program.
- B.- Emergent expenditures may be considered for satisfaction through ACSA provisions covered in references (C) and (D) upon agreement of both parties



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- C.- Early termination of Chilean Cooperative Deployment, by either party, shall result in a recalculation of cost estimates based on actual number of steaming days. For the purpose of this agreement termination shall be the date FFG 14 LATORRE returns to Naval Base Valparaiso.
  
- D.- In general, U.S. Navy will fund the following requirements:
  - 1.- Fuel costs.
  - 2.- Lube Oil costs
  - 3.- FP costs as noted in Section XIII (Force Protection), above.
  
- E.- U.S. Navy will not pay for:
  - 1.- Viaticos
    - a) Per Diem paid to CHILNAV sailors.
  - 2.- Maintenance, repairs, and spare parts for FFG 14 LATORRE.
    - a) The CHILNAV is responsible for ensuring FFG 14 LATORRE is ready to deploy.
    - b) Chilean government is responsible for requisition and purchase of spare parts for FFG 14 LATORRE.
  - 3.- Port Costs
    - a. Husbanding Agent
    - b. Berthing, CHT, trash removal, tug(s), pilot, potable water, logistic delivery support, telephone line(s)
  
- F.- CHILNAV is responsible for purchasing and funding:
  - 1.- Viaticos
  - 2.- Maintenance requirements to ensure FFG 14 LATORRE is ready to deploy by commencement of deployment.
  - 3.- The purchase of spare parts for FFG 14 LATORRE.
  
- G.- Fuel support will begin after FFG 14 LATORRE departs Valparaiso and end on the date FFG 14 LATORRE returns to Valparaiso or any other Chilean port. On the return transit fuel will be carefully managed so that bunkers do not exceed 15% of the amount on board FFG 14 LATORRE at the start of Cooperative Deployment.
  
- H.- Points of Contact:

<u>NAME</u>	<u>Organization/Country</u>	<u>Telephone Number</u>	<u>E-Mail Address</u>
CDR E. C. Helme	CTF-43/USA	904-270-4037 x3208	ernest.helme@navy.mil
CDR John Wilshusen	CDS-40 CSO/USA	904-270-5173 x 100	john.wilshusen@navy.mil
CAPT Rodrigo Alvarez	CS LATORRE CO/CHI	56-32-2437433	ralvarez@armada.cl
CDR Alvaro Valenzuela	COMOPER/CHI	56-32-2509839	avalenzuela@armada.cl
LCDR José Carlevarino	CS LATORRE/CHI	56-32-2437978	jcarlevarino@armada.cl

**XV.- LEGAL ISSUES**

- A.- Legal Operational Issues
  - 1.- Rules of Engagement (ROE) are directives issued by competent authority to delineate the circumstances and limitations under which its forces will initiate and/or continue combat engagement with other forces encountered. They are the means by which higher authority and operational commanders regulate the



## MEMORANDUM OF AGREEMENT

use of armed force in the context of applicable political and military policy as well as domestic and international law.

- a) The purpose of ROE is to perform three essential functions: 1) provide guidance to deployable units on the use of force; 2) act as the control mechanism for the transition of peacetime to combat operations (war); and 3) provide a mechanism to facilitate planning.
- b) Policy- Unit commanders always retain the inherent right and obligation to exercise unit self-defense in response to a hostile act or demonstrated hostile intent.
- c) U.S. Inherent Right of Self-Defense- Unit commanders always retain the inherent right and obligation to exercise unit self-defense in response to a hostile act or demonstrated hostile intent. Unless otherwise directed by a unit commander as detailed below, military members may exercise individual self-defense in response to a hostile act or demonstrated hostile intent. When individuals are assigned and acting as part of a unit, individual self-defense should be considered a subset of unit self-defense. As such, unit commanders may limit individual self-defense by members of their unit. Both unit and individual self-defense includes defense of other U.S. military forces in the vicinity. At all times, the requirements of necessity and proportionality will form the basis for the judgment of the on-scene commander (OSC) or individual as to what constitutes an appropriate response to a particular hostile act or hostile intent. CHILNAV operates under the same principles with regards to self-defense of their units and other Chilean units in the area. CHILNAV units, however, may not respond to demonstrations of hostile intent, and will communicate their intentions as soon as possible to the tactical commander. Collective Self-Defense- Defense of designated non-U.S. military forces, and/or designated foreign nationals and their property from a hostile act or demonstrated hostile intent. The principles of collective self-defense are known and utilized by CHILNAV. The authority to exercise collective self-defense by USN forces in protection of the CHILNAV will be in accordance with U.S. Standing Rules of Engagement, and promulgated to CHILNAV prior to operating under TACON of U.S. forces
- d) CHILNAV will obtain National Authority approval to operate FFG 14 LATORRE within the parameters set by the U.S. ROE to:
  - (1) Accomplish the assigned non-combatant missions;
  - (2) Conform to those U.S. ROE that are designed to be de-escalatory (i.e. will not trigger undesired escalation);
  - (3) Re-emphasize the scope of mission, including training exercises reinforcing the training rather than combat nature of the mission; and
  - (4) Provide collective self-defense as aggressively as U.S. units would to protect the task group. Collective self-defense of CHILNAV and U.S. units compatible with U.S. Standing Rules of Engagement will be provided, by FFG 14 LATORRE unless otherwise specified by the CHILNAV with 72 hours of notice to the assigned U.S. Task Group Commander. This will allow for operational considerations and will provide the U.S. Task Group Commander an opportunity to make the necessary changes with regards to the employment of FFG 14 LATORRE to include termination of Chilean Cooperative Deployment if deemed appropriate given the operational or tactical situation.



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- 2.- In order to clarify specific ROE measures and capabilities, the parties will develop an ROE comparison matrix that will be provided to the task group commander and Captain of FFG 14 LATORRE before the commencement of the deployment.
- 3.- Law of the Sea- both parties agree to abide by the navigational freedoms and state practice reflected in the Law of the Sea Convention (1982). The Staff Judge Advocate for COMUSNAVSO will be made available for training crewmembers of FFG 14 LATORRE on principles of Law of the Sea and Law of Armed Conflict as required for full integration of the CHILNAV ship.
- 4.- Environmental Compliance- Domestic environmental laws generally have no extraterritorial application during overseas operations. The parties agree that they should respect their treaty obligations and laws of other nations to the extent practicable. The U.S. Navy and CHILNAV agree, therefore, that based upon the operational realities and necessities, they should take all steps to act as good stewards of the environment. To further this effort the U.S. Navy will provide a brief on general environmental policy guidance to CHILNAV.

### B.- Legal Personnel/Status of Forces Issues:

- 1.- Punishment for minor disciplinary infractions by liaison officers or ship rider exchange personnel while serving with the other service is the responsibility of the Parent Service. In each instance of an allegation of minor disciplinary infraction, the Host Service will immediately notify the Parent Service. The Parties shall cooperate in the investigation of any offenses under each other's laws or regulations. In addition, at the request of the Host Service, the Parent Service shall arrange the return of the liaison officer or ship rider exchange personnel to the Parent Service.
- 2.- Medical Treatment:
  - a) U.S. Officers and Enlisted personnel embarked on FFG 14 LATORRE and CHILNAV Officers and Enlisted personnel embarked on USN ships shall be entitled to receive outpatient and emergency medical and dental care at military treatment facilities on a reciprocal basis per reference (D).
  - b) U.S. Officers and Enlisted personnel embarked on FFG 14 LATORRE and CHILNAV Officers and Enlisted personnel embarked on USN ships may receive inpatient care at a military treatment facility only on a reimbursable basis, to be reimbursed under reference (D).
  - c) Expenses for medical and dental services performed by civilian health care centers in the United States or overseas are the responsibility of the Parent Service.
  - d) As part of an emergency medical or dental treatment USN may elect to evacuate a CHILNAV Officer or Enlisted patient to a DOD shore based facility inside the United States. USN will be responsible for the cost of this type of evacuation under reference (D). However, USN will not be responsible for expenses associated with the return transportation to Chile, if required.
  - e) As part of an emergency medical or dental treatment CHILNAV may elect to evacuate a USN Officer or Enlisted on FFG 14 LATORRE to a shore based facility inside Chile. CHILNAV will be responsible for the cost of this type of evacuation under reference (D). However, CHILNAV will not be responsible for expenses associated with the return transportation to the United States, if required.
3. In order to promote general knowledge and understanding, and to promote full integration of FFG 14 LATORRE, the parties will provide each other policy and regulation guidance on the following topics
  - a) Liberty
  - b) Drugs
  - c) Alcohol
  - d) Fraternalization
  - e) Code of conduct
  - f) Ethics

### C. Claims

1. The Parties waive all their claims that arise from this cooperative deployment, other than contractual claims, against each other, and against the military members and civilian employees of each other



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Department or Ministry of Defense, for damage, loss, or destruction of property owned or used by its respective Department or Ministry of Defense, if such damage, loss or destruction:

- a) was caused by a military member or a civilian employee in the performance of official duties, or
  - b) arose from the use of any vehicle, vessel or aircraft owned by the other Party and used by its Department or Ministry of Defense, provided that the vehicle, vessel or aircraft causing the damage, loss or destruction was being used for official purposes, or that the damage, loss or destruction was caused to the property being so used.
2. The Parties shall waive all their claims against each other and against the military members and civilian employees of each other's Department or Ministry of Defense for injury or death suffered by any military member or civilian employee of their Department or Ministry of Defense while such member or employee was engaged in the performance of official duties in connection with this cooperative deployment.
3. Claims other than contractual claims, or damage, loss, injury, or death, not covered by the waivers contained in the paragraphs 1 and 2 of this Article, arising out of an act or omission by the military members or civilian employees of its Department or Ministry of Defense, or out of an act of omission for which the Parent Service is legally responsible, shall be presented to the Parent Service for consideration under its applicable laws and regulations.

D. Points of Contact:

NAME	Organization/Country	Telephone Number	E-Mail Address
LCDR Peter Rodnite	COMUSNAVSO/USA	904-270-7354 ext4007	peter.rodnite@navy.mil
LT Geraldo Padilla	COMUSNAVSO/USA	904-270-7354 ext4008	geraldo.padilla@navy.mil
CAPT Rodrigo Alvarez	CS LATORRE CO/CHI	56-32-2437433	ralvarez@armada.cl
LCDR Pablo Sepúlveda	CS LATORRE/CHI	56-23-2437977	psepulvedar@armada.cl
LT Karina Saavedra	COMOPER/CHI	56-32-2506023	ksaavedra@armada.cl

XVI.- **PUBLIC AFFAIRS ISSUES**

- A.- U.S. Naval Forces Southern Command (NAVSO) Public Affairs Officer (PAO will provide Public Affairs support to FFG 14 LATORRE consistent with support provided to each element of the Partnership of the Americas (POA) 2007. This support will include media training if desired, story and photo editing and marketing, assistance responding to media queries, and other issues that may arise.
- B.- FFG 14 LATORRE agrees to provide the following information to NAVSO PAO, which may be released to media representatives
  - 1.- Ship's characteristics
  - 2.- Leadership team biographies (Commanding Officer, Executive Officer, and Command Master Chief)
  - 3.- Other information that may be requested
- C.- FFG 14 LATORRE's leadership and crew will be available for internal (Navy) and external media outlet interviews, consistent with the priorities of its Commanding Officer and the DESRON Commander.
- D.- FFG 14 LATORRE's crew will participate in Community Relations (COMREL) projects along with other members of the Task Group.
- E.- FFG 14 LATORRE's Commanding Officer will determine if any media may board the ship.

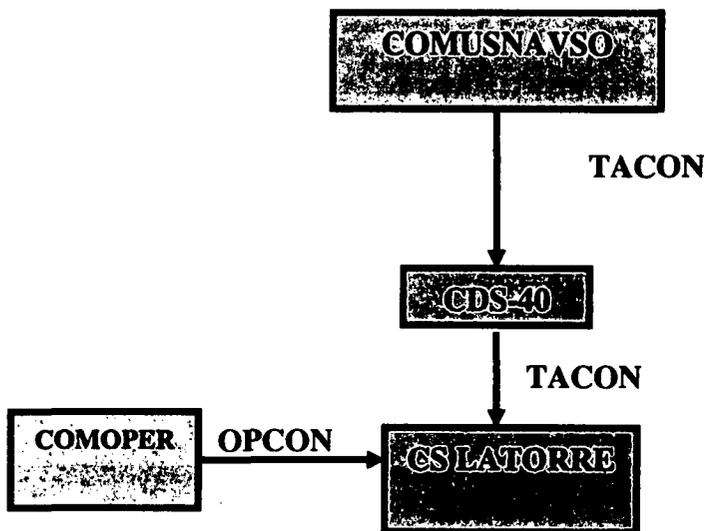


**MEMORANDUM OF AGREEMENT**

**ANNEX "A"**

**COMMAND AND CONTROL**

I.- The Command and Control relationships for LATORRE are depicted below:





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***ANNEX "B"***

***CHILNAV FUNDING ESTIMATES FOR THE EXERCISE***

Funds necessary to participate in Chilean Cooperative Deployment as delineated by CHILNAV are detailed below.

a. Fuel (Ship)	US\$ 2,996,028 (Approx 4,500 m3 / 1,188,900 gal)
b. Lube Oil	US\$ 142,810 (50m3 / 13,210 gal CHILNAV costs)
<b>TOTAL</b>	<b>US\$ 3,138,838.00</b>



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**ANNEX "C"**

**NOTIONAL DEPLOYMENT TIMELINE FOR THE EXERCISE**

26/27 FEB 07	LATORRE DEPART VALPARAISO	COMMENCE DEPLOYMENT
26/27 FEB 07 – 14 MAR 07	TSIT	BSF AS VNB
15 MAR 07	INPT MAYPORT	CHOP CTF 138
15 MAR 07 – 27 MAR 07	C4I INSTALL/TESTING/ TRAINING/UPKP	NS MAYPORT / ATG INPORT TRAINING
28 MAR 07	COMMENCE INTEGRATION	TG DEPLOYS
02-05 JUL 07	INPT CALLAO, PE	OFFLOAD COMSEC / CAT PERSONNEL
06 JUL 07	INDEPENDENT STEAM	
06 JUL 07 – 09 JUL 07	TSIT	
09 JUL 07	LATORRE RETURN NBV	DEPLOYMENT COMPLETE

Notes:

- (1) This timeline includes approximately 90 days underway and 42 days in port between start of deployment and July 2007.



**MEMORANDUM OF AGREEMENT**

**XVII. ENTRY INTO FORCE, DURATION, AMENDMENT, AND TERMINATION**

- A. This MOA will enter into effect upon signature by both Parties. This MOA will remain in force for a period of one year from the last signature date below.
- B. This MOA may be amended by the mutual written consent of the Parties.
- C. This MOA may be terminated at any time by written consent of both Parties. In the event both Parties decide to terminate this MOA, the Parties will consult prior to the date of termination. Either Party may terminate this MOA upon 30 days written notification to the other Party.
- D. This MOA consists of seventeen sections and three Annexes.

IN WITNESS WHEREOF, the undersigned being duly authorized by their respective Governments, have signed this Agreement.

Signed in duplicate, in the English language, which shall be considered by the Parties the governing text, effective on the last day of the signature below.

ON BEHALF OF THE UNITED STATES NAVY:

J. W. STEVENSON, JR.  
RDML, UNITED STATES NAVY  
COMMANDER, U.S. NAVAL FORCES SOUTHERN  
COMMAND

MAYPORT, FLORIDA USA  
[Location]

23 FEB 2007  
Dated

ON BEHALF OF THE CHILEAN NAVY:

SERGIO ROBINSON  
VADM, CHILEAN NAVY  
COMMANDER, OPERATIONAL NAVAL FORCES

Vina del Mar, Chile  
[Location]

26 FEB 2007  
Dated